



County of San Bernardino

F A S

**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	Dept.	A	Contract Number	
County Department Board of Supervisors				Dept.	Orgn.	Contractor's License No.	
County Department Contract Representative Kathy Kubesh				Telephone 387-4636		Total Contract Amount	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Employment							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount
Fund AAA	Dept. BDF	Organization BDD	Appr. 100	Obj/Rev Source 1010	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	FY
							Amount
							I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Dennis Nowicki

hereinafter called CONTRACTOR

Address

Address on File

Telephone

On file

Federal ID No. or Social Security No.

On file

**IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

It is hereby agreed that County shall employ CONTRACTOR as the Analyst for the Fourth District Supervisor of San Bernardino County, and that CONTRACTOR shall provide services in the manner and on the terms and conditions hereinafter set forth:

1. The term of this contract shall commence on pay period 02/05, work shall commence on January 3, 2005, and continue in effect until June 30, 2005. Notwithstanding the foregoing, this contract may be terminated at any time by either party by the giving of fourteen (14) days written notice of termination to the other party. The Fourth District Supervisor shall have the full authority and discretion to exercise County rights under this paragraph.

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2. For and in consideration of CONTRACTOR's services, County agrees to pay CONTRACTOR, and CONTRACTOR agrees to accept a salary rate equal to Step 9 of Grade 63. With the written approval of the Fourth District Supervisor, the CONTRACTOR may advance in step based on the progression of step advancements in accordance with the provisions of the exempt salary ordinance relative to salary rates and step advancements. CONTRACTOR shall receive any across-the-board salary adjustments as may be granted to, and at the same time as, positions in the exempt group.
3. In the performance of his duties under this contract, CONTRACTOR shall be scheduled to work 48 hours per pay period to carry out the duties specified in this contract under the direction of the Fourth District Supervisor. CONTRACTOR shall not work in excess of 48 hours per period without the express approval of the Fourth District Supervisor.
4. CONTRACTOR shall be covered by County's workers' compensation and general liability insurance during the hours actually worked under this contract.
5. CONTRACTOR shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. CONTRACTOR shall contribute 5% of CONTRACTOR'S biweekly gross earnings, and the County shall contribute 2.5% of the CONTRACTOR'S biweekly gross earnings. CONTRACTOR'S contributions to PST Deferred Compensation shall be automatically deducted from CONTRACTOR'S earnings. Maximum total contributions shall be 7.5% of CONTRACTOR'S maximum covered wages for Social Security purposes. CONTRACTOR shall enroll on forms approved by the Human Resources Division Chief, Employee Benefits and Services.
6. CONTRACTOR has elected to not participate in one of the County sponsored health insurance plans and/or dental plans. Therefore, CONTRACTOR may only enroll in a County sponsored health insurance plan and/or dental plan during any open enrollment period, or as a result of a qualifying family status change under Section 125 of the Internal Revenue Code. CONTRACTOR shall receive the benefit plan amount of \$230 payable on a bi-weekly basis.
7. Except as provided herein, CONTRACTOR shall receive the same benefits, as are provided exempt employees on the same effective dates.
  - a. CONTRACTOR shall not be eligible to participate in the 401(k) plan.
  - b. CONTRACTOR shall not receive County contribution of one-half of one percent (.5%) of bi-weekly salary towards the Retirement Medical Trust Fund.
8. Except as provided in this contract, CONTRACTOR shall receive the same leave benefits and accruals, as are provided the exempt employees on the same effective dates.
  - a. CONTRACTOR shall not receive Administrative Leave.
9. CONTRACTOR shall be reimbursed for actual expenses incurred in the performance of this contract in accordance with the County Code provisions governing exempt employees.
10. CONTRACTOR shall be paid a biweekly automobile allowance of \$129.23 per pay period without reimbursement for mileage on County business in a privately owned automobile, and CONTRACTOR provides a private vehicle for his own use on County business.

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11. CONTRACTOR shall have the following duties and responsibilities in carrying out the functions under this contract:

- a. Receive, review and investigate concerns from the public. Provide advice and assistance to groups or individuals in obtaining services or resolving complaints.
- b. Collect, analyze, and present data relating to a wide variety of community interests and governmental programs. Respond to requests for information on governmental functions and community activities and programs, and provide information to the public about county services and issues.
- c. Perform a variety of special assignments, such as researching new programs, evaluating services, and preparing speeches; must have capability of working with information technology.
- d. Represent the Supervisor at meetings, conferences, and various functions.
- e. Act as liaison between the community and various county departments and agencies.
- f. Work with computers to perform basic functions, such as scheduling and e-mail, constituent tracking system interface, and basic office functions.
- g. Such other duties as may be required to assist the Fourth District Supervisor.

12. CONTRACTOR shall receive only the benefits and compensation specifically set forth in this contract.

13. As a condition of employment with the County, CONTRACTOR does hereby agree to uphold the conflict of interest policy of San Bernardino County which states:

“No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal or political association. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined here. An employee is also subject to provisions of California Government Code Sections 1090, 1126, 87100 and any other applicable provisions of the Government Code and any Conflict of Interest Code applicable to County employment.”

14. If the services to be performed under this agreement require CONTRACTOR to drive a vehicle, CONTRACTOR must possess a valid California driver's license at all times during the performance of this agreement. In order for the CONTRACTOR to use any County-owned vehicle during the performance of this agreement, CONTRACTOR agrees to allow County to obtain a Department of Motor Vehicles report of CONTRACTOR's driving record. If such report discloses that CONTRACTOR has an unsafe driving record, in the opinion of the County Risk Manager, CONTRACTOR may be prohibited from using any County-owned vehicle.

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In order for CONTRACTOR to be able to use a private vehicle during the performance of this agreement, CONTRACTOR shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- a. Fifteen thousand dollars (\$15,000) for single injury or death;
- b. Thirty thousand dollars (\$30,000) for multiple injury or death; and
- c. Five thousand dollars (\$5,000) for property damage

Failure to comply with the requirements of this paragraph shall be deemed grounds for termination of this agreement, pursuant to Paragraph 1.

15. CONTRACTOR shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this contract. CONTRACTOR shall successfully complete a pre-employment medical examination and drug test through the County's Center for Employee Health and Wellness prior to commencing work under this contract.

COUNTY OF SAN BERNARDINO

►  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

\_\_\_\_\_ Dennis Nowicki  
Print or type name of corporation, company, contractor, etc.)

By ►  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_ Dennis Nowicki  
(Print or type name of person signing contract)

Title \_\_\_\_\_ Analyst – Fourth District  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_ On file

Approved as to Legal Form

►  
County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

►

Date \_\_\_\_\_

Presented to BOS for Signature

►  
Department Head

Date \_\_\_\_\_

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